

PEACE CORPS
Overseas Request for Quotation (RFQ) for Supplies/Services/Equipment

RFQ Number: 481-21-1164

Date: August 10, 2021

Peace Corps Timor Leste has a need for **Fiber Optic Connection and Internet Services including dedicated leased line channel(s) and circuitry for U.S. Peace Corps, Timor-Leste**. Peace Corps is soliciting fixed-price quotations up to \$21,600 per year for the supplies and/or services detailed below.

To request a site visit, call +670-7739-5855 (Rogerio Caetano). To request additional details not addressed in this RFQ, but which may be required to assist vendors in preparing an offer for providing this service, send an email requesting information to: rcaetano@peacecorps.gov.

If you are interested in submitting a quotation, please do so by sending your completed and signed Attachment 1— Vendor Quotation Form by mail OR by e-mail to:

Name: Marikaa Stephenson
Address: Peace Corps Timor-Leste (Office #Rua Nu'u Laran No. 12, Bairro Dos Grilhos, Dili, Timor Leste)
E-mail: mstephenson@peacecorps.gov

Quotations are due no later than **5:00PM on 27th August 2021**. Late quotations will not be accepted.

Written questions about this Request for Quotation (RFQ) may be sent in the same fashion to the individual noted above in advance of the RFQ due date. No phone calls please.

Peace Corps will evaluate all quotations received by the deadline based on the minimum requirements and/or evaluation factor(s) shown below. Contingent on the availability of funds and continued need for the supplies and/or services, at the end of the evaluation process, Peace Corps intends to award a firm-fixed-price contract for the purchase of the required supplies and/or services to the selected vendor.

A. Statement of Work/Description of Requirements

Please indicate your price to provide the requested service for the base year. All prices must be quoted in US dollars.

The Peace Corps reserves the right to validate all pricing data against current industry trends for similar services for all future modifications to increase or decrease required bandwidth and current prices for such bandwidth.

The contractor shall furnish all engineering, labour, tools, equipment, materials, supplies and services necessary for the requested service to be provided at the highest level of quality. All costs to this effect must be included in your offer.

Supplier Unit Quotes shall be a Firm Fixed-Price, and inclusive of any administrative or overhead costs

Contract Line Item #	Description of Services	No. of Months	Monthly Price (USD)	Total Firm-Fixed Price (USD)
1	Monthly Internet Service Fiber Optic connection from US Peace Corps to ISP at minimum 7 Mbps providing fault tolerance in the last mile.	12		
TOTAL FOR PERIOD OF PERFORMANCE				

Contract Line Item #	Description of Services	No. of Months	Monthly Price (USD)	Total Firm-Fixed Price (USD)
1	Monthly Internet Service Fiber Optic connection from US Peace Corps to ISP at minimum 8 Mbps providing fault tolerance in the last mile.	12		
TOTAL FOR PERIOD OF PERFORMANCE				

The Contractor shall complete all work, including furnishing all labour, materials, equipment, and services unless otherwise specified herein, required under this contract for stated services within the time specified therein. The price listed below shall include all labour, materials, overhead and profit. In consideration of satisfactory performance of all scheduled services required under this contract, the Contractor shall be paid a firm fixed price for all services.

The local telecommunications Internet Service Provider (ISP) contracting firm must provide internet services and dedicated leased line channel(s) and circuitry for connecting Peace Corps Timor Leste as shown below:

LIST OF REQUIRED SERVICES:

Service: Internet Service

Name: Dedicated Fiber Optic connection from U.S. Peace Corps to ISP

Description: One (1) dedicated internet channel at minimum 7 Mbps providing fault tolerance in the last mile. HSRP protocol is required.

Type of Service: Dedicated Fiber Optic Connections to ISP

Location: U.S. Peace Corps Office, Dili

THE PROVIDED INTERNET SERVICE SHALL COMPLY WITH THE FOLLOWING REQUIREMENTS:

Internet Services Quality

Internet Service Provider (ISP) shall provide dedicated (not shared or bundled) leased channel high-speed access to the Internet; data transport media must be fiber optic, terrestrial connectivity. Twenty-four (24) hours uplink. Post Internet Service Provider (ISP) connection must be "always on" with unlimited usage, and must not require the installation of any custom software on the client side.

Internet Service Provider (ISP) digital bandwidth is the amount or volume of data that may be sent through the channel, measured in kilobits per second (Kbps), without distortion. Required Bandwidth connection is defined in each service description.

For Internet Services the Internet Service Provider (ISP) must guarantee full contracted bandwidth availability 24x7x365 from the originator side to the ISP's internet gateway. Bandwidth sharing with other customers is not allowed. Connection Ratio must be 1/1.

Internet Service or data service transmission from the originating information server towards an end server is referred to as downstream; and a transmission from an end user towards the remote server is referred as upstream; Post Internet Service Provider (ISP) Contention Ratio (downstream / upstream) must be 1:1 / 1:1.

Internet Service Provider (ISP) shall provide excellent Quality of Service (QOS) for the connection, that represents the level of consistent download capacity provided, must be the higher QOS percentage possible. Peace Corps seeks a QOS percentage greater than 99.97% or the highest possible quality of service connection reaching 100%. ISP must detail the QOS that can consistently be provided.

Internet Service Provider (ISP) connection must NOT, repeat, NOT use Network Address Translation (NAT).

Internet Service Provider (ISP) Round Trip Time (RTT) reports the total time in milliseconds (ms) time to send a small data packet and obtain a reply back; must be the faster than 100ms for the Round Trip Time (RTT) for internet service. Also, RTT must be faster than 7ms for local data services (for instance: point-to-point channels or web pages accessed through the Timor Leste Network Access Point (NAP)).

Internet Service Provider (ISP) must permit the transit of all Internet Protocol (IP) protocols (especially IPSec), including but not limited to, User Datagram Protocol (UDP), Transmission Control Protocol (TCP), and IPSEC to transit without filters or proxies. Unfiltered access to the Internet is required without ISP firewall blocking. Filters or sniffers must not be established, connected, or introduced by the ISP for any Peace Corps channels. If there are any existing filters, sniffers, restrictions, or proxies, they must be identified, and removed prior to lease line circuit installation.

Internet Service Provider (ISP) must permit installation of Customer VPN encryption devices on circuit.

Internet Service Provider (ISP) must provide detailed network topology map that shows all possible paths ISP use for the internet traffic between ISP hub in Dili and the ISP hub in United States of America (USA).

Internet Service Provider (ISP) must have redundancy in the Internet backbone between Timor – Leste and USA. For instance, If NAP of the host country's backbone fail, NAP Americas, NAP Sprint, or any other alternate backbone paths shall be available.

Internet Service Provider (ISP) must provide fault-tolerance Fiber Optic connectivity to the very end at the U.S. Peace Corps Office server room.

Network Identification

Internet Service Provider (ISP) must provide public IP address, ISP Gateway IP addresses (virtual IP address) and DNS IP Address.

Network Devices

The network devices shall comply with the following characteristics:

- Internet Service Provider (ISP) must permit ping and trace route traffic from 169.252.0.0/16 and 169.253.0.0/16 to the ISP connection RJ45 10/100BaseT router interface which terminates Customer VPN encryption device.
- Services provided by the Internet Service Provider (ISP) must be delivered with RJ-45 interface connectors with a 10/100baseT interface.
- Internet Service Provider (ISP) must provide routers and Data media converters or transmission devices in all cases.
- Power standard sources must be 220v/50hz voltage
- Devices must be Rack mountable in a standard Commercial off-the-shelf (COTS) rack.
- One separate or individual physical interface connector is required per service.

Service Support and Contingencies

The awarded ISP must warrant service support 24x7x365.

The vendor must warrant service support on site if necessary 24x7x365, services must be coordinated directly with Peace Corp's Contracting Office Representative (COR) or Information Technology (IT) representative from the US Peace Corps.

Peace Corps expects service availability and reliability at a minimum 99.97%. The Contractor must state guaranteed service availability and reliability along with available backup provision.

The Contractor shall install a redundant cable or Fiber Optic infrastructure known as backup line with channel state inspection mechanism, in order to verify service connectivity and provide immediate lease line backup connectivity services to the U.S. Peace Corps.

The awarded ISP should have direct connection capability with major United States of America (U.S.A) telecommunication providers (ISPs) at Internet tier 1 level, having alternative line channels or backups in case of main Internet path malfunctioning.

The awarded ISP should provide online web access data traffic analysis graphs capabilities. Graphs must be updated on a daily basis. Graphs must retain traffic history behavior for at least one year.

The awarded ISP must provide a central Information Technology (IT) point of contact (POC) in order to promptly coordinate technical issues during the initial installation process and for ongoing support (these POCs may be different).

OTHER PERTINENT INFORMATION

The Peace Corps has a requirement for one full period, full duplex, clear channels, digital circuits and Internet leased lines capable of supporting synchronous traffic. For clear channel circuits, they shall be completely transparent, with no bits added to or deleted from the bit stream provided to the interface of the Peace Corps equipment. The circuit shall be supplied for the transmission of a multiplexed aggregate bit stream for telegraphic and data signals.

The Peace Corps reserves the right to increase or decrease this digital circuit bandwidth requirement from no less than 4 Mb and up to 7 Mb within 30 days written notice to the Contractor. The desired intervals for circuit bandwidth are as follows: 4 Mb, 5 Mb, 6Mb and 7 Mb. The contractor is to provide fractional T-1 fixed cost pricing for this increase or decrease of digital service. The availability of this circuit shall not be less than 99.5% per month over the period of the contract, or if 99.5% availability cannot be provided, the Contractor shall state the expected availability per month.

The digital services shall be via Optic Fiber. The service shall be for the exclusive use of the Peace Corps, 24 hours per day, 7 days per week, 365 days per year.

The contractor shall coordinate the service and shall be responsible for the technical sufficiency of the circuit, including services necessary to establish, operate and respite the circuit. Except for modems and terminal equipment furnished by the Peace Corps, the contractor shall provide all equipment, materials and supplies required to provide the service which includes the Data Service Unit (DSU) configured with data communication equipment (DCE) interface. If required, signal element timing shall be provided by the contractor's facility.

The contractor shall provide sufficient technical support to ensure uninterrupted end-to-end service between such terminal points as are covered in this contract. The contractor shall provide, properly adjust and maintain the circuit for continuous Peace Corps use. The contractor shall ensure that the circuit complies with service changes, additions or deletions as required under this contract.

The contractor shall supply a Data Service Unit (DSU) configured with a Data Communications Equipment (DCE) interface. Signal element timing shall be provided as follows: (1) timing to the Peace Corps will be provided by the contractor's facility.

B. Place of Performance

Peace Corps Office
12 Rua Nu'u Laran Bairro dos Grilhos
Dili, Timor Leste

Delivery Schedule

The required circuits shall be installed and delivered to the Destination Point on or before 30 days

after contract award to the successful bidder. Upon successful installation and acceptance by U.S. Peace Corps of the required circuits, the contractor shall be provided, in writing or by email, notice to proceed and shall provide contractual services for a twelve (12) month period, commencing on the date specified in the notice to proceed.

Delivery Point of Contact:

If the Contractor requires a site inspection of the Peace Corps Office to view the outlay and better understand Peace Corps' requirements to assist in putting an offer together, please contact:

POC Name: Rogerio Caetano

Email Address: rcaetano@peacecorps.gov

Phone Number: 7739-5855

Acceptance Criteria

Work and materials shall match the specifications detailed in Statement of Work and will be evaluated by the U.S. Peace Corps and possibly U.S. Embassy Specialists and Contractors for acceptance. Unless specified in the contract, U.S. Peace Corps shall require a period not to exceed 24 hours in order to conduct testing to determine acceptance of the required circuit.

C. Contract Terms and Conditions

As an Agency of the United States Government, Peace Corps has an approved contract template that it intends to use for the award. Peace Corps reserves the right to deny making a contract award to a vendor should they refuse to sign the Peace Corps approved contract template.

D. Minimum Criteria:

A quotation will not be considered further if it does not meet the following minimum criteria:

- Ability to best meet Peace Corps' technical specifications.
- The ISP must have license from The National Communications Authority of Timor-Leste (ANC).
- The ISP must have a Network Monitoring System (NMS) supported by a qualified and experienced engineers/technical support team.

E. Evaluation Factors:

Quotations that meet the minimum criteria listed above may be further evaluated based on the following factors:

- Price
- Ability to best meet Peace Corps' technical specifications. The Contractor should address the ability to meet all the technical specifications outlined in this RFQ, and clarify the extent to which any specifications cannot be met as stated.
- Customer Service with a focus on quality standards.
- Availability and specifications of back-up internet backbone in the event of loss of main service.
- Completeness and clarity of quote in addressing SOW.
- Payment Terms (Peace Corps will assume the Contractor accepts Peace Corps' preferred payment terms as stated in section G above if not specified otherwise.)

Award may be made with or without negotiations between the Peace Corps and the selected vendor. Award may be made to a vendor that provided the lowest priced technically acceptable quotation, or to a vendor other than the one that provided the lowest priced quotation, should that vendor be determined to have provided the best value quotation to the Peace Corps taking technical and cost factors into account.

All vendors that submit quotations in response to this RFQ will be notified of the results.

[End of RFQ]

ATTACHMENT 1 – VENDOR QUOTATION FORM

RFQ Number: 481-21-1164

Vendor:

Authorized Representative:

Name:

Position/Title:

Phone Number:

E-mail Address:

Quoted Prices (Inclusive of Administrative and/or Overhead Costs):

Contract Line Item #	Description of Services	No. of Months	Monthly Price (USD)	Total Firm- Fixed Price (USD)
1	Monthly Internet Service Fiber Optic connection from US Peace Corps to ISP at minimum 7 Mbps providing fault tolerance in the last mile.	12		
TOTAL FOR PERIOD OF PERFORMANCE				

Contract Line Item #	Description of Services	No. of Months	Monthly Price (USD)	Total Firm- Fixed Price (USD)
1	Monthly Internet Service Fiber Optic connection from US Peace Corps to ISP at minimum 8 Mbps providing fault tolerance in the last mile.	12		
TOTAL FOR PERIOD OF PERFORMANCE				

Items/Services Included in Total Quoted Price Above but Not Indicated in Chart:

Quoted Work or Delivery Schedule (If Any):

Quoted Payment Terms:

Quoted Warranty Terms (If Any):

Quoted Additional Terms and/or Conditions:

Describe your company's current staffing structure and describe in detail your company's plan for providing qualified individuals to fulfill this requirement and providing supervision of your staff members assigned to work at the Peace Corps.

SUPPLIER AUTHORIZED REPRESENTATIVE

Signature: _____

Date: _____

Fixed Price		NEGOTIATED CONTRACT		Page 1 of INSERT	
CONTRACT NO. 481-21-1164		Purchase Authority		Negotiated Pursuant Public Law 87-293 (75 Stat. 612) of September 22, 1961, as amended	
CONTRACT TYPE - FIRM FIXED PRICE					
SERVICES		SUPPLIES		BOTH	
ISSUING AGENCY PEACE CORPS TIMOR LESTE			CONTRACTOR		
CONTRACT FOR THE ACQUISITION OF _____				AMOUNT CUR	
ACCOUNTING AND APPROPRIATION DATA				MAIL INVOICES TO: SEE CLAUSE XII	
The United States of America (hereinafter called the Government), represented by the Contracting Officer executing this contract, and the individual, partnership, joint venture, or corporation named above (hereinafter called the Contractor), mutually agree to perform this contract in strict accordance with the Schedule and the General Provisions identified below, and the specifications, drawings, and conditions enumerated in the Schedule or identified below. If there are inconsistencies between the Schedule and the General Provisions and any specification, drawing, or other condition, the Schedule and the General Provisions shall control. If there are inconsistencies between the Schedule and the General Provisions, the Schedule shall control.					
NAME OF CONTRACTOR			THE UNITED STATES OF AMERICA		
BY (SIGNATURE)		DATE		BY (SIGNATURE)	
TYPED NAME			TYPED NAME		
TITLE			TITLE Contracting Officer		

Table of Contents

SCHEDULE

THE SCHEDULE ON PAGES 2 THROUGH **INSERT** CONSISTS OF THIS TABLE OF CONTENTS AND THE FOLLOWING CLAUSES:

CLAUSE I.....	SUPPLIES/SERVICES AND PRICES
CLAUSE II.....	CONSIDERATION AND PAYMENT
CLAUSE III	TIME OF DELIVERY
CLAUSE IV	INSPECTION AND ACCEPTANCE
CLAUSE V	WITHOLDING OF CONTRACT PAYMENT
CLAUSE VI.....	TERM OF CONTRACT
CLAUSE VII.....	SHIPPING TERMS
CLAUSE VIII	CONTRACT MANAGEMENT
CLAUSE IX	POINT OF CONTACT
CLAUSE X	CONTRACT NUMBER IDENTIFICATION
CLAUSE XI.....	INTERPRETATION OR MODIFICATION
CLAUSE XII.....	INVOICE REQUIREMENTS
CLAUSE XIII	HARMLESS FROM LIABILITY
CLAUSE XIV	DEFAULT
CLAUSE XV.....	TERMINATION FOR CONVENIENCE OF THE PEACE CORPS
CLAUSE XVI.....	UNENFORCEABILITY OF UNAUTHORIZED OBLIGATIONS
CLAUSE XVII.....	CLAUSES INCORPORATED BY REFERENCE

ATTACHMENTS

ATTACHMENT I	CONTRACTOR'S RELEASE FORM
--------------------	---------------------------

CLAUSE I - Supplies or Services and Prices

The Contractor shall furnish all personnel, equipment, supplies, materials, and/or services in conformance with the terms and conditions of this contract at the prices shown below.

Contract Line Item #	Description of Services	No. of Months	Monthly Price (USD)	TOTAL Firm-Fixed Price (USD)
1	Monthly Internet Service Fiber Optic connection from US Peace Corps to ISP at minimum x Mbps providing fault tolerance in the last mile.	12 months		
TOTAL FOR PERIOD OF PERFORMANCE				

CLAUSE II - Consideration and Payment

The Contractor shall be paid upon acceptance by the Contracting Officer (or his/her designate) for performance under this contract and receipt of proper vouchers. Payment for work under this contract shall be made in accordance with Clause XII as the following deliverables are completed:

Deliverable

Period of Performance should be according to CLAUSE VI and the specifications according to CLAUSE I and SOW in ATTACHMENT II.

Percent of Total Contract Paid

PC Timor-Leste will process payment of the monthly amount of \$\$ after receiving the services and valid invoice. The payment method will be EFT directly to Contractors account. The estimated period for receiving funds is 30 calendar days after submitting invoice.

If the Contractor fails to perform any portion of the contract, the Contractor will be responsible to repay any money advanced or a pro-rated portion of the advance as determined by the Peace Corps Contracting Officer.

Amounts payable to the Contractor hereunder shall be paid via Electronic Funds Transfer (EFT) to the bank account indicated in the Peace Corps vendor data file for the Contractor.

CLAUSE III - Time of Delivery

The Peace Corps requires delivery to be made according to the following schedule:

REQUIRED DELIVERY SCHEDULE

Contractor guarantees continuation of service at a minimum availability of 99.97%. Cumulative interruptions in the service limiting availability to less than 99.97% will result in withholding of contract payments in proportion to the duration of cumulative interruptions within any given month (CLAUSE V).

CLAUSE IV - Inspection and Acceptance

Final inspection and acceptance of the supplies and/or services called for under this contract shall be made by the Contracting Officer.

CLAUSE V - Withholding of Contract Payments

Notwithstanding any other payment provision of this contract, failure of the Contractor to perform or deliver required equipment, supplies and/or services will result in the withholding of payments under this contract, unless such failure arises out of causes beyond the control, and without the fault or negligence of the Contractor, as provided for in the clause entitled "Default" and "Termination for Convenience" as applicable. The Government shall promptly notify the Contractor of its intention to withhold payment of any invoice or voucher submitted.

CLAUSE VI – Term of Contract

All work under this contract shall commence on 25 October 2021 and continue through 24 October 2022.

CLAUSE VII - Shipping Terms

All arrangements for shipping shall be made by the Contractor. All shipping charges shall be included in the item prices.

CLAUSE VIII - Contract Management

Notwithstanding the Contractor's responsibility for total management during performance of this contract, the administration of the contract will require maximum coordination between the Peace Corps and the Contractor. The following individuals will be the Peace Corps's points of contact during the performance of the contract.

(a) Contracting Officer - All contract administration will be effected by the Contracting Officer. Communications pertaining to contractual administrative matters will be addressed to the Contracting Officer. No changes in or deviation from the scope of work shall be effected without the written modification to the contract executed by the Contracting Officer authorizing such changes.

(b) Point of Contact (POC) will be given authority by the Contracting Officer to monitor all technical aspects and assist in administering the contract. The type of actions within the purview of the POC's authority are to assure that the Contractor performs all the technical requirements of the contract; to maintain both written and oral communication with the Contractor concerning the aspects of requirements of Peace Corps drawings, designs and specifications; to monitor the Contractor's performance under the contract and notify the Contractor and Contracting Officer of any deficiencies observed; and to coordinate Peace Corps furnished property availability and provide for site entry of Contractor personnel if required.

(1) The POC is not authorized to change any of the terms and conditions of this contract. Changes to the contract will only be made by the Contracting Officer through a properly signed written modification to the contract.

- (2) The POC is not authorized to re-delegate his or her authority.
- (3) The POC is not authorized to initiate acquisition actions by use of imprest funds, blanket purchase agreement or purchase orders, to place calls or delivery orders under basic agreement, basic ordering agreements or indefinite delivery type contracts.

CLAUSE IX - Point of Contact (POC)

The POC under this contract is Rogerio Caetano. He can be reached in Peace Corps, Rua Nu'u Laran No. 12, Bairro Dos Grilhos at 77395855.

CLAUSE X- Contract Number Identification

The Contractor agrees to utilize the number of this contract on all correspondence, communications and data concerning this contract or delivery hereunder.

CLAUSE XI - Interpretation or Modification

No oral statement of any person and no written statement of anyone other than the Contracting Officer shall modify or otherwise affect the terms or meaning of this contract. Requests for interpretations, modifications or changes must be made in writing to the Contracting Officer. The POC can only respond verbally or in writing to technical matters.

CLAUSE XII - Invoice Requirements

Invoices shall be submitted in an original and four (4) copies to the following address:

Peace Corps Timor-Leste
No. 12 Rua Nu'u Laran
Bairro dos Grilhos
Dili, Timor-Leste

- (a) To constitute a proper invoice, the invoice must include the following information and/or attached documentation:
1. Name of the business concern and invoice date;
 2. Contract number or other authorization for delivery of property or services;
 3. Description, price and quantity of property and services actually delivered or rendered and extended totals;
 4. Shipping and payment terms;
 5. Name (where practicable), title, phone number and complete mailing address of responsible official to whom payment is to be sent.
- (b) The Contractors' standard invoice shall be used for vouchering purposes. Each voucher shall be numbered consecutively and shall include the information in (a) above.
- (c) Each voucher shall be signed by an authorized representative of the Contractor.

CLAUSE XIII - Contractor Liability

The Contractor shall hold and save the Peace Corps, its officers, agents and employees, harmless from liability of any nature or kind, including costs and expenses to which they may be subject, for or account of any or all suits or damages of any character whatsoever resulting from injuries or damages sustained by any person or persons or property by virtue of performance of this contract, arising or resulting in whole or in part from the fault, negligence, wrongful act or wrongful omission of the Contractor, of any subcontractor, their employees, agents, etc.

CLAUSE XIV - 52.249-8 Default (Fixed-Price Supply and Service) (APR 1984)

(a) (1) The Peace Corps may, subject to paragraphs (c) and (d) below, by written notice of default to the Contractor, terminate this contract in whole or in part if the Contractor fails to -

(i) Deliver the supplies or to perform the services within the time specified in this contract or any extension;

(ii) Make progress, so as to endanger performance of this contract (but see subparagraph (a)(2) below); or

(iii) Perform any of the other provisions of this contract (but see subparagraph (a)(2) below).

(2) The Peace Corps's right to terminate this contract under subdivisions (1)(ii) and (1)(iii) above, may be exercised if the Contractor does not cure such failure within 10 days (or more if authorized in writing by the Contracting Officer) after receipt of the notice from the Contracting Officer specifying the failure.

(b) If the Peace Corps terminates this contract in whole or in part, it may acquire, under the terms and in the manner the Contracting Officer considers appropriate, supplies or services similar to those terminated, and the Contractor will be liable to the Peace Corps for any excess costs for those supplies or services. However, the Contractor shall continue the work not terminated.

(c) Except for defaults of subcontractors at any tier, the Contractor shall not be liable for any excess costs if the failure to perform the contract arises from causes beyond the control and without the fault or negligence of the Contractor. Examples of such causes include (1) acts of God or of the public enemy, (2) acts of the Government in either its sovereign or contractual capacity, (3) fires, (4) floods, (5) epidemics, (6) quarantine restrictions (7) strikes, (8) freight embargoes, and (9) unusually severe weather. In each instance the failure to perform must be beyond the control and without the fault or negligence of the Contractor.

(d) If the failure to perform is caused by the default of a subcontractor at any tier, and if the cause of the default is beyond the control of both the Contractor and subcontractor, and without the fault or negligence of either, the Contractor shall not be liable for any excess costs for failure to perform, unless the subcontracted supplies or services were obtainable from other sources in sufficient time for the Contractor to meet the required delivery schedule.

(e) If this contract is terminated for default, the Peace Corps may require the Contractor to transfer title and deliver to the Peace Corps, as directed by the Contracting Officer, any (1) completed supplies, and (2) partially completed supplies and materials, parts, tools, dies, jigs, fixtures, plans, drawings, information, and contract rights (collectively referred to as "manufacturing materials" in this clause) that the Contractor has specifically produced or acquired for the terminated portion of this contract. Upon direction of the Contracting Officer,

the Contractor shall also protect and preserve property in its possession in which the Peace Corps has an interest.

(f) The Peace Corps shall pay contract price for completed supplies delivered and accepted. The Contractor and Contracting Officer shall agree on the amount of payment for manufacturing materials delivered and accepted and for the protection and preservation of the property. Failure to agree will be a dispute under the Disputes clause. The Peace Corps may withhold from these amounts any sum the Contracting Officer determines to be necessary to protect the Peace Corps against loss because of outstanding liens or claims of former lien holders.

(g) If, after termination, it is determined that the Contractor was not in default, or that the default was excusable, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of the Peace Corps.

(h) The rights and remedies of the Peace Corps in this clause are in addition to any other rights and remedies provided by law or under this contract.

CLAUSE XV - 52.249-1 Termination for Convenience of the Peace Corps (Fixed Price) (Short Form) (APR 1984)

The Contracting Officer, by written notice, may terminate this contract, in whole or in part, when it is in the Peace Corps's interest. If this contract is terminated, the rights, duties, and obligations of the parties, including compensation to the Contractor, shall be in accordance with Part 49 of the Federal Acquisition Regulation in effect on the date of this contract.

CLAUSE XVI – 52.232-39 Unenforceability of Unauthorized Obligations (JUN 2013)

Unenforceability of Unauthorized Obligations (Jun 2013)

(a) Except as stated in paragraph (b) of this clause, when any supply or service acquired under this contract is subject to any End User License Agreement (EULA), Terms of Service (TOS), or similar legal instrument or agreement, that includes any clause requiring the Government to indemnify the Contractor or any person or entity for damages, costs, fees, or any other loss or liability that would create an Anti-Deficiency Act violation (31 U.S.C. 1341), the following shall govern:

(1) Any such clause is unenforceable against the Government.

(2) Neither the Government nor any Government authorized end user shall be deemed to have agreed to such clause by virtue of it appearing in the EULA, TOS, or similar legal instrument or agreement. If the EULA, TOS, or similar legal instrument or agreement is invoked through an “I agree” click box or other comparable mechanism (e.g., “click-wrap” or “browse-wrap” agreements), execution does not bind the Government or any Government authorized end user to such clause.

(3) Any such clause is deemed to be stricken from the EULA, TOS, or similar legal instrument or agreement.

(b) Paragraph (a) of this clause does not apply to indemnification by the Government that is expressly authorized by statute and specifically authorized under applicable agency regulations and procedures.

CLAUSE XVII - 52.252-2 Clauses Incorporated by Reference (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available.

NUMBER	TITLE	DATE
	FEDERAL ACQUISITION REGULATIONS	
52.202-1	Definitions	JUN 2020
52.203-3	Gratuities	APR 1984
52.203-7	Anti-Kickback Procedures	JUN 2020
52.203-10	Price or Fee Adjustment for Illegal or Improper Activity	MAY 2014
52.204-25	Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment	AUG 2020
52.215-2	Audit & Records Negotiation	OCT 2010
52.217-8	Option to Extend Services	NOV 1999
52.222-50	Combating Trafficking in Persons	MAR 2015
52.225-13	Restrictions on Certain Foreign Purchases	FEB 2021
52.232-25	Prompt Payment	JAN 2017
52.233-1	Disputes	MAY 2014
52.233-4	Applicable Law for Breach of Contract Claim	OCT 2004
52.242-15	Stop-Work Order	AUG 1989
52.243-1	Changes - Fixed-Price	AUG 1987 (Basic, Alt. 1, Alt. 2, or Alt. 3)
52.246-2	Inspection of Supplies - Fixed-Price	AUG 1996
52.246-4	Inspection of Services - Fixed Price	AUG 1996
52.246-16	Responsibility for Supplies	APR 1984

ATTACHMENT I

CONTRACTOR'S RELEASE

Contract No. _____ (the "Contract")

By signing this Release,

1. I acknowledge that I am a Contractor with the Government of the United States of America (the "U.S. Government").
2. I acknowledge that I have completed my work under the Contract.
3. I agree that I have been fully compensated under the Terms of the Contract, with the following exception: the U.S. Government is making a final payment under the Contract in the amount of _____ (the "Payment").
4. I agree that upon receipt of the Payment, the U.S. Government owes me nothing more under the Contract, whether as compensation or as reimbursement for costs or expenditures of any kind.
5. I agree that this is a complete release by me on my heirs, executors, administrators or assigns of all claims of whatsoever kind arising under this contract against the United States Government, its agents, servants and employees.
6. This Release is effective on this ____ day of _____, 20__.

(Contractor's Signature)

(Print Contractor's Name)

Witnessed by:

(Signature)

(Print Witness's Name)